

# MISSOURI COURT OF APPEALS WESTERN DISTRICT

**U.S. NEUROSURGICAL, INC.,**

**Appellant,**

**v.**

**ST. LUKE'S CANCER INSTITUTE, L.L.C.,**

**Respondent.**

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DOCKET NUMBER WD71348

**Date: September 21, 2010**

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Appeal from:  
Jackson County Circuit Court  
The Honorable Edith L. Messina, Judge

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Appellate Judges:  
Division One: Lisa White Hardwick, Chief Judge, James M. Smart, Jr. and Alok Ahuja, Judges

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Attorneys:  
Richard E. McLeod, Esq., Kansas City, MO, for appellant.  
Thomas W. Wagstaff, Esq., Kansas City, MO, for respondent.

# **MISSOURI APPELLATE COURT OPINION SUMMARY**

## **COURT OF APPEALS -- WESTERN DISTRICT**

**U.S. NEUROSURGICAL, INC.**

**Appellant,**

**v.**

**ST. LUKE'S CANCER INSTITUTE, L.L.C.,**

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**WD71348**

**Jackson County**

Before Division One: Lisa White Hardwick, Chief Judge,  
James M. Smart, Jr. and Alok Ahuja, Judges

U.S. Neurological, Inc. (USN) appeals from the summary judgment ruling that its breach of contract claim against St. Luke's Hospital (Hospital) is barred by the four-year statute of limitations applicable to equipment leases under the Uniform Commercial Code (UCC). USN contends the court incorrectly applied the law because the agreement with the parties was a service contract governed by the ten year statute of limitations in Section 516.110(1), RSMo 2000.

**AFFIRMED.**

**Division One holds:** The primary purpose of the agreement between the parties was to grant Hospital the right to possess and use certain medical equipment for a period of twenty-one years, in exchange for payment to USN. The agreement met the definition of a "lease" under the UCC. The circuit court

therefore correctly applied the UCC's four-year statute of limitations in determining that USN's breach of contract claim was time-barred as a matter of law. The judgment is affirmed.

**Opinion by: Lisa White Hardwick, Judge**

**September 21, 2010**

**THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.**